

# Memorandum of Agreement Regarding Funding, Renovation, and Operation of Hazel Abel Park

between

## **ABEL FOUNDATION**

1815 Y Street  
P.O. BOX 80268  
Lincoln, NE 68501

## **LINCOLN PARKS FOUNDATION**

2740 "A" Street, Box 201  
Lincoln, NE 68502

and

## **CITY OF LINCOLN**

555 South 10<sup>th</sup> Street  
Lincoln, NE 68502

This Memorandum of Agreement hereinafter referred to as "the Agreement", sets forth the parties' understanding concerning renovation, regular maintenance, and establishment of an endowment fund for Hazel Abel Park located at South 18<sup>th</sup> and 'E' Streets. The Abel Foundation is hereby designated as "Donor", the Lincoln Parks Foundation is hereby designated as "Grantee" and the City of Lincoln, Nebraska is hereby designated as "City".

### **Background**

Hazel Abel Park was established through funding provided by Alice Abel for acquisition of land 1967, and for subsequent construction of the park. Hazel Abel Park was dedicated in September, 1982. Park features included an antique French baroque cast-iron fountain, a renaissance-style gazebo, playground, ornate wrought iron fence and gates, brick walkway, drinking fountain, park benches and trash receptacle, and landscape plantings. The park site and improvements were dedicated in memory of Hazel Abel by her daughter Alice. Alice Abel had a continuing interest in the park during the remainder of her life, and provided funding from time-to-time for repair or renovation of park features.

In 2009, a master plan has been developed for a major renovation of Hazel Abel Park. The plans include replacement of failing brick walks with concrete paver pathways, replacement of the playground, relocation of the gazebo, restoration of the fountain and fence, replacement of the irrigation system, and renovation of the landscape plantings. The estimated cost of this work is about \$268,000. The City has budgeted \$100,000 in its Capital Improvement Program. The Abel Foundation has graciously offered to provide funding assistance in an amount not to exceed \$168,000. In addition, the Abel Foundation has requested that the City and the Lincoln Parks Foundation establish endowment funds for Hazel Abel Park, and to develop one or more programs to solicit private donations to support this endowment fund.

**A. Donor Obligations**

Donor agrees to provide funding not to exceed \$168,000 to assist with funding the current major renovation of Hazel Abel Park.

**B. Grantee and City Obligations**

1. The Grantee will act as fiscal agent for the donation, and will appropriately manage the donated funds so as to make them available to the City for construction activities.
2. The City will cause design, construction documents and bid specifications, and cost estimate for the current major renovation of Hazel Abel Park to be prepared. These plans and cost estimate will be made available to the Donor for review. The City will cause construction of the renovation project.
3. The City agrees to retain records regarding expenditure of funds for the current major renovation project, and to provide access to such records to the Donor for purpose of audit or examination.
4. The Grantee and the City agree to establish and manage endowment funds for Hazel Abel Park, with each to be named the Hazel Abel Park Endowment Fund.
  - a. The purpose of these parallel endowment funds is to generate funds over time to be used for major repairs, replacements, and renovation of park features.
  - b. The Grantee will seek opportunities to secure funding to be deposited into the endowment fund it manages.
  - c. The City makes Hazel Abel Park available for use for weddings by charging fee for use of the park. The City agrees to deposit the proceeds from wedding reservations at Hazel Abel Park into endowment fund managed by the City.

- d. The Parties agree that at such time as the collective balance of principal funds within the Hazel Abel Park Endowment Funds reaches \$100,000, representatives of the parties will meet to determine if there is a need to continue directing donations and monies into the endowment funds.
  - e. The Donor has requested that inscribed pavers or other donor recognition for gifts supporting the endowment fund not be placed in Hazel Abel Park without written consent of the Donor.
5. The City agrees to maintain Hazel Abel Park in a manner consistent with the original design standard for the park indefinitely either through the Endowment Fund and/or City annual operating funds and Capital Improvement Program funds.

**C. Amendments**

This Memorandum of Agreement may be amended at any time in writing executed by the authorized representatives of the Donor, the Grantee, and City.

**D. Contacts for the parties shall be as follows:**

**Donor:**

Abel Foundation  
1815 Y Street  
P.O. BOX 80268  
Lincoln, NE 68501

**Grantee:**

President of the Board of Directors  
Lincoln Parks Foundation  
2740 "A" Street, Box 201  
Lincoln, NE 68502  
Phone: (402) 441-8258

**City:**

Director of the Parks and Recreation Department  
Parks & Recreation Department  
2740 "A" Street  
Lincoln, NE 68502  
Phone: (402) 441-8265

**E. Severability**

If any provision of this Agreement is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this Agreement. The illegal or invalid provision will be deemed stricken and deleted from the Agreement to the same extent and affect as if it never existed, but all

other provisions will continue in effect.

**F. Public Announcements**

All public announcements or communications regarding donation of funding for the 2009 renovation of Hazel will be reviewed and approved prior to issuance by the Donor, Grantee and City.

**APPROVED:**

DONOR

By: \_\_\_\_\_

James P. Abel, President  
Abel Foundation

Date: \_\_\_\_\_

GRANTEE

By: \_\_\_\_\_

Christie Dionisopoulos, President  
Lincoln Parks Foundation

Date: \_\_\_\_\_

CITY

By: \_\_\_\_\_

Chris Beutler, Mayor of Lincoln

Date: \_\_\_\_\_